

SERFF Tracking Number: AOIC-125595534 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: DV6-AR-99-04/11/2008-55410
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: DV6/55410 DV6

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: General Liability SERFF Tr Num: AOIC-125595534 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: DV6-AR-99-04/11/2008-55410 State Status: Fees verified and received
Filing Type: Form Co Status: Withdrawn Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 04/23/2008
Authors: Claudia Stewart, Drew Westen
Date Submitted: 04/11/2008 Disposition Status: Withdrawn

Effective Date Requested (New): 05/11/2008 Effective Date (New):
Effective Date Requested (Renewal): 05/11/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: DV6 Status of Filing in Domicile: Not Filed
Project Number: 55410 DV6 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 04/23/2008
State Status Changed: 04/16/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
FORM FILING: 55410 (10-07) - Employment Practices Liability Insurance Coverage Endorsement

Form Attaches To:
Commercial General Liability Coverage Form

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Use: This endorsement modifies insurance provided under the commercial general liability coverage part. We shall pay those losses arising out of "wrongful employment acts," as described in the attached endorsement.

Revisions to the form include:

Initial Filing

Submitted for your approval is the above-referenced form. We desire to use this form with policies effective on or after May 11, 2008. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

HEARD G. SLADE, MANAGER
TAILORED PROTECTION POLICY UNDERWRITING-SOUTH
SLADE.HEARD@AOINS.COM (emails without attachments)
commlinesund@aoins.net (emails with attachments)
517-323-1417 Ext. 1417

Underwriter:

TINA LITTLE
LITTLE.TINA@AOINS.COM
(517) 323-1422

Company and Contact

Filing Contact Information

Heard Slade, Manager
PO Box 30660
Lansing, MI 48909-8160
slade.heard@aoins.com
(800) 346-0346 [Phone]
(517) 391-1903[FAX]

Filing Company Information

Auto-Owners Insurance Company	CoCode: 18988	State of Domicile: Michigan
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins	State ID Number:

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Group

(800) 346-0346 ext. [Phone]

FEIN Number: 38-0315280

Owners Insurance Company

CoCode: 32700

State of Domicile: Ohio

P.O. Box 30660

Group Code: 280

Company Type: PC

Lansing, MI 48909-8160

Group Name: Auto-Owners Ins

State ID Number:

Group

(800) 346-0346 ext. [Phone]

FEIN Number: 34-1172650

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for each filing;
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	04/11/2008	19479324
Owners Insurance Company	\$0.00	04/11/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	04/23/2008	04/23/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	04/16/2008	04/16/2008	Claudia Stewart	04/18/2008	04/18/2008
Industry Response						

SERFF Tracking Number:	AOIC-125595534	State:	Arkansas
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Disposition

Disposition Date: 04/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	Yes
Form (revised)	Employment Practices Liability Insurance Coverage Endorsement	Withdrawn	No
Form	Employment Practices Liability Insurance Coverage Endorsement	Withdrawn	No

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/16/2008
Submitted Date 04/16/2008
Respond By Date
Dear Heard Slade,

This will acknowledge receipt of the captioned filing.

This coverage Form contains defense within limits. Commercial General Liability is not exempt from the the requirements of AR Code Anno. 23-79-307 (5) (a) that requires defense in addition to limits of liability or at least and equal amount to claims limit.

You may file this as stand alone coverage for Employment Practices, which does have an exemption for stand alone EPL, AID Order # 96-194, which requires minimum limits of no less than \$500,000 and a signed consent from by the insured acknowledging exhaustion or reduction of the claims limit in payment of defense.

Also, the Extended Reporting Period of this coverage form, must either be amended or you must also use the applicable ISO Ar Amendatory Endorsement. The Extended Reporting Period provisions must be in compliance with Ark. Code Ann. §23-79-306 (2-6). The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day "basic" Extended Reporting Period upon cancellation or termination for any reason including non-payment of premium, deductibles or excess payments over the limit of liability reimbursements. You must advise the insured of the importance of purchasing the supplemental extended reporting period endorsement and allow the insured sixty (60) days after termination for any reason, to request and pay for the optional extended reporting period endorsement pursuant to AR Code Ann. 23-79-306 (3). This coverage must be put into effect if premium is received in payment of the optional extended reporting period endorsement. The limit of liability for the supplemental extended reporting period must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

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Response Letter Status Submitted to State
 Response Letter Date 04/18/2008
 Submitted Date 04/18/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Please withdraw filing AOIC-125595534

Thank you
 Claudia Stewart

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Employment Practices Liability Insurance Coverage Endorsement	55410	(10-07)	Endorsement/Amendment/Conditions	Withdrawn		0	
Previous Version							
Employment Practices Liability Insurance Coverage Endorsement	55410	(10-07)	Endorsement/Amendment/Conditions	New		0	55410_10-07.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Claudia Stewart, Drew Westen

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: DV6/55410 DV6

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Employment Practices Liability Insurance Coverage Endorsement	55410	(10-07)	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00 Previous Filing #:		

<i>SERFF Tracking Number:</i>	<i>AOIC-125595534</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>DV6/55410 DV6</i>		

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Withdrawn	04/23/2008
Comments:			
Attachment:			
AR NAIC Trans.pdf			


Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="height: 400px;"></div> <div style="text-align: center;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</div>	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

<i>SERFF Tracking Number:</i>	<i>AOIC-125595534</i>	<i>State:</i>	<i>Arkansas</i>
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Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Employment Practices Liability Insurance Coverage Endorsement	04/07/2008	55410_10-07.pdf

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this Coverage Endorsement (hereinafter referred to as "EPL Coverage Endorsement"), the words "you" and "your" refer to the "Named Insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "Named Insured" under this EPL Coverage Endorsement. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED.**

Other words and phrases that appear in "quotations" have special meaning. Refer to **SECTION VII. DEFINITIONS.**

The provisions of this EPL Coverage Endorsement apply only to this endorsement. With the exception of the cancellation, nonrenewal, terrorism and examination of your books and records provisions applicable to the Coverage Part to which this EPL Coverage Endorsement is a part, no other terms and conditions of such Coverage Part apply to this EPL Coverage Endorsement, unless specifically stated otherwise.

SECTION I. WHAT IS COVERED

"claim" or "suit" is received and recorded by any insured or by us, whichever comes first.

A. Insuring Agreement

1. We shall pay those "losses" arising out of your "wrongful employment act" against your "employees", "recognized volunteers" and applicants for employment to which this insurance applies. The "wrongful employment acts" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against you during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported pursuant to the terms of this EPL Coverage Endorsement.
2. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made when written notice of such

B. Defense

1. We have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any insured for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.
2. We have the right to investigate and settle any "claim" or "suit" that we believe is proper.
3. We shall pay all reasonable costs we ask the insured to incur while helping us investigate or defend a "claim" or "suit", however, we will not pay more than \$100 per day for earnings lost by an insured because of time taken off from work.

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4. We shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". We shall only pay for bonds valued up to our Aggregate EPL Limit of Liability. We shall have no obligation to apply for or to obtain these bonds.
5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability.
6. Our duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1-4 above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss".
7. We shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
 - a. Which accrues after entry of judgment; and
 - b. Before we pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.

These interest payments are included within our Aggregate EPL Limit of Liability.

C. Transfer of Control

1. You may take over control of any outstanding "claim" or "suit" previously reported to us, but only if we in our sole discretion, decide that you should, or if a court orders you to do so, or in accordance with paragraph 2. below. Your assumption of control will release us of any further obligation under this endorsement.
2. Notwithstanding subsection 1. of this Paragraph C., if the Aggregate EPL Limit of Liability is exhausted:
 - a. We shall notify you of all outstanding "claims" or "suits" and you must take over control of the defense;

- b. We will help transfer control of the "claims" and "suits" to you;
- c. In no event shall we be obligated to defend under this endorsement after sixty (60) days following exhaustion of the Aggregate EPL Liability;
- d. We shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to you. If we do so, we shall not waive or give up any of our rights; and
- e. You shall pay all reasonable expenses we incur for taking such steps in defense of the "claim" or "suit" and in avoiding a default judgment during transfer of control to you, after the Aggregate EPL Limit of Liability is exhausted.

SECTION II. EXCLUSIONS - WHAT IS NOT COVERED

This insurance does not apply to:

A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an insured was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement, we will defend a "claim" or "suit" asserting that an insured gained a profit or advantage to which the insured was not legally entitled until such time as the insured is determined to have gained a profit or advantage to which the insured was not legally entitled.

B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any insured. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the insured is determined to have committed such dishonest, fraudulent, criminal or malicious act.

The "wrongful employment act(s)" of an insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions A. and B..

C. "Property Damage"

Any liability arising out of "property damage".

D. "Bodily Injury"

Any liability arising out of "bodily injury".

Except that this exclusion does not apply to any "claim" for emotional distress arising out of "wrongful employment acts" as defined in **SECTION VII. DEFINITIONS.**

E. Workers Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any workers compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion does not apply to "loss" from a "claim" or "suit" for "retaliation".

F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any insured under any express contract or agreement. This exclusion does not apply to the extent any liability does not arise under express contract or agreement.

G. ERISA, COBRA, WARN, OSHA and NLRA

Any liability arising out of the insured's failure to fulfill any responsibility, duty or obligation imposed by the Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state or local statutory or common law.

This exclusion does not apply to "loss" arising from a "claim" or "suit" for "retaliation".

H. FLSA

1. Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto (except the Equal Pay Act). This exclusion shall not apply to "loss" arising from a "claim" or "suit" for "retaliation".
2. Any liability arising out of claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the insured, "recognized volunteers" and applicants for employment for improper payroll deductions or any violations of any federal, state or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

I. Non-Monetary Relief

That part of any "claim" or "suit" seeking any non-monetary relief, including but not limited to: (1) injunctive relief; (2) declaratory relief; (3) disgorgement; (4) job reinstatement; (5) costs or expenses incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act of 1990 (ADA), including amendments to that law or similar federal, state or local statutory or common law; (6) any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a "claim" or "suit" alleging discrimination or other "wrongful employment act"; or (7) other equitable remedies, including therewith, provided, however, if such request as to all of the above, the cost of compliance for non-monetary relief is part of an otherwise covered "claim" or "suit", we will not seek to allocate "defense costs" for the portion of the "claim" or "suit" seeking non-monetary relief.

J. Certain Insureds

Any "claim" or "suit" brought by any insured. This exclusion does not apply to a "claim" or "suit" brought by an "employee" of the insured, other than an "employee" who is or was a director or executive officer of the insured.

K. Prior Knowledge

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an insured, prior to the "original inception date" as shown in the Declarations of this EPL Coverage Endorsement, had knowledge or which an insured could have reasonably foreseen might result in a "claim" or "suit".

L. Prior Notice

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Endorsement is a renewal or replacement or which it may succeed in time.

M. Securities Holder

Any "claim" or "suit" brought by a securities holder of the insured in their capacity as such, whether directly, derivatively on behalf of the insured, or by class action.

N. Outside Boards

Any liability arising out of any actual or alleged act or omission of an insured serving in any capacity, other than as a director, officer or "employee" of the insured entity.

SECTION III. WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, only for the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
5. An organization other than a partnership, joint venture or limited liability company, you are an insured.
6. Your "employees", executive officers and directors are insureds, but only with respect to the conduct of your business within the scope of employment or their duties as your executive officers or directors.
7. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a "Named Insured" if there is no other similar insurance available to that organization.

However, coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a "Named Insured" in the Declarations.

Extensions

1. Subject to the terms of this EPL Coverage Endorsement we shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs or legal representative of deceased individual insureds, and the legal rep-

representatives of individual insureds, in the event of incompetency, who were individual insureds at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.

2. Subject to the terms of this EPL Coverage Endorsement we shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual insured, including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual insured and the spouse, or property transferred from the individual insured to the spouse; provided that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual insured, subject to this EPL Coverage Endorsement's terms, conditions and exclusions.

SECTION IV. LIMIT OF LIABILITY (including "defense costs")

- A. The Aggregate EPL Limit of Liability shown in the Declarations and this section limits the most we shall pay for all "loss" arising out of "claims" and "suits" first made against insureds during the "EPL coverage period" or Extended Reporting Period (if applicable), regardless of:
 1. The number of persons or organizations;
 2. The number of "claims" made or "suits" brought; or
 3. The length of the "EPL coverage period".
- B. The Aggregate EPL Limit of Liability is the most we shall pay for all "losses" covered under this EPL Coverage Endorsement, including amounts incurred for "defense costs".
- C. The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be part of, and not

in addition to the Aggregate EPL Limit of Liability for the "EPL coverage period".

- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F. Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to **SECTION VI. CONDITIONS**, conditions D.(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability shown in the Declarations for this EPL Coverage Endorsement.

SECTION V. DEDUCTIBLE

You shall be responsible for the deductible amount shown in the Declarations for this EPL Coverage Endorsement with respect to each "claim" or "suit" and you may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses we incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

SECTION VI. CONDITIONS

We have no duty to provide coverage under this EPL Coverage Endorsement, unless there has been full compliance with the following conditions.

A. Assignment

The interest of any insured is not assignable. You cannot assign or transfer your interest in this EPL Coverage Endorsement without our written consent.

B. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay, will not relieve us from the payment of any "claim" or "suit" covered by this EPL Coverage Endorsement.

Under no circumstances will your bankruptcy, insolvency or inability to pay, require us to drop down, in any way replace, or assume any of your obligations with respect to the Deductible provisions of this EPL Coverage Endorsement.

C. Coverage Territory

We cover "wrongful employment acts" in the United States of America, its territories and possessions, Puerto Rico or Canada, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico or Canada.

D. Duties in the Event of an Incident, "Claim" or "Suit"

1. If, during the "EPL coverage period", incidents or events occur which you reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with the Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:

- a. Anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
- b. Within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable)

as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an insured.

2. If a "claim" is made or a "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the "claim" or "suit" and the date received; and
- b. Provide us with written notice, as described in subsection 3. immediately below, as soon as practicable.

3. Such written notice of "claim" or "suit" shall contain:

- a. The identity of the person(s) alleging a "wrongful employment act";
- b. The identity of the insured(s) who allegedly were involved in the incidents or events;
- c. The date the alleged incidents or events took place; and
- d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to us during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any insured and reported to us alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If you submit written notice of a "claim" or "suit", pursuant to this Paragraph D., then any "claim" or "suit" that may subsequently be made against an insured and reported to us alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be

deemed, for the purposes of this insurance, to have been first made during the "EPL coverage period" in effect at the time such written notice was first submitted to us.

5. You and any other insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit";
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
- e. Take no action, or fail to take any required action, that prejudices the rights of the insureds or us with respect to such "claim" or "suit".

6. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

E. Transfer of Rights of Recovery Against Others to Us

You may be able to recover all or part of a "loss" from someone other than us. You shall do all that is possible after a "loss" to preserve any such right of recovery. If we make a payment under this EPL Coverage Endorsement, that right of recovery shall belong to us or our designee. You shall do whatever is necessary, including signing documents, to help us or our designee obtain that recovery.

F. Extended Reporting Period

1. With respect to this EPL Coverage Endorsement only, if:

- a. You or we cancel this EPL Coverage Endorsement or your entire policy for any reason other than for non-payment of premium; or
- b. You or we refuse to renew this EPL Coverage Endorsement or your entire policy

you have the right to buy an Extended Reporting Period. The additional premium for the Extended Reporting Period is 100% of the full annual premium applicable to this EPL Coverage Endorsement.

2. Upon receipt of payment of the full annual premium, you will be provided an Extended Reporting Period of one (1) year following the effective date of the cancellation or nonrenewal. You must give us written notice of "claims" first made or "suits" first brought against the insured during said Extended Reporting Period for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Endorsement.

3. To obtain an Extended Reporting Period Endorsement, within thirty (30) days of the effective date of cancellation or nonrenewal of this EPL Coverage Endorsement, you must:

- a. Request the Extended Reporting Period Endorsement in writing; and
- b. Pay the additional premium due.

Such additional premium must accompany such written request.

4. The Extended Reporting Period Endorsement cannot be canceled by either party. The additional premium for the Extended Reporting Period Endorsement shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Endorsement cannot be canceled thereafter. If we do not

receive the written request as required, you may not exercise this right at a later date.

5. The insurance provided for "claims" or "suits" reported during the Extended Reporting Period is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent or any other basis.
6. In the event of a "Transaction" as defined in Paragraph G. below, the "Named Insured" shall have the right within thirty (30) days before the end of the "EPL coverage period" to request an offer from us of an Extended Reporting Period (with respect to "wrongful employment acts" which take place after the "original inception date" and prior to the effective time of the "Transaction"). We shall offer such Extended Reporting Period pursuant to such terms, conditions and premium as we may reasonably decide. In the event of a "Transaction", the right to an Extended Reporting Period shall not otherwise exist except as indicated in this Paragraph.

G. Change in Control of "Named Insured"

If during the "EPL coverage period":

1. The "Named Insured" consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. Any person or entity or group of persons or entities acting in concert acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "Named Insured" (in the event the "Named Insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
3. A General Partner of the "Named Insured" (in the event the "Named Insured" is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the "Transaction"),

then this EPL Coverage Endorsement shall continue in full force and effect as to "wrongful employment acts" occurring after the "original inception date" and prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Endorsement for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction".

This EPL Coverage Endorsement may not be canceled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Endorsement shall be deemed earned as of such time. You shall also have the right to an offer by us of an Extended Reporting Period described in Paragraph F. of this **SECTION VI. CONDITIONS**.

You shall give us written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

H. Legal Action Against Us

No person or organization has the right to join us as a party or otherwise bring us into a "suit" asking for damages from an insured.

I. Other Insurance

Except as provided in Paragraph F. of this **SECTION VI. CONDITIONS**, unless expressly written to be excess over other applicable insurance, the insurance provided by this EPL Coverage Endorsement shall be primary.

J. EPL Coverage Endorsement Changes

This EPL Coverage Endorsement contains all the agreements between you and us concerning this insurance. Only the first "Named Insured" in the Declarations of this EPL Coverage Endorsement is authorized to request changes to this EPL Coverage Endorsement. This EPL Coverage Endorsement can only be changed by a written endorsement we issue and make part of this EPL Coverage Endorsement.

K. Representations

Any and all relevant provisions of this EPL Coverage Endorsement may be voidable by us in any case of fraud, intentional concealment, or misrepresentation of material fact by any insured.

L. Special Rights and Duties of the "Named Insured"

You agree that when there is more than one person and/or entity covered under this EPL Coverage Endorsement, the first "Named Insured" shown in the Declarations shall act on behalf of all insureds as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Endorsement; or
5. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

M. Headings

The descriptions in the headings of this EPL Coverage Endorsement are solely for convenience and form no part of the terms and conditions of coverage.

N. Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. The premium shown in this EPL Coverage Endorsement as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first "Named Insured". If the sum of the advance and audit premiums paid for the policy term is greater

than the earned premium, we will return the excess to the first "Named Insured".

3. The first "Named Insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- B. "Claim" means a written demand for money. The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to you. In no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class action suit" means any "suit" seeking certification or certified as a class action by a federal or state court.
- D. "Defense costs" means reasonable and necessary fees, costs and expenses consented to by us resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against you.
- E. "Employee" means an individual whose labor or service is engaged by and directed by you for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary "employees". Independent contractors and individuals who are leased to the insured are not "employees".
- F. "Loss(es)" means damages (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by us, statutory attorney fees, and "defense costs", however, "loss" shall not include:

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Page 9 of 11

- (1) civil or criminal fines or penalties imposed by law; (2) the multiplied portion of multiplied damages; (3) taxes; (4) any amount for which the insureds are not financially liable or which are without legal recourse to the insured; (5) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; or (6) matters which may be deemed uninsurable under the law pursuant to which the EPL Coverage Endorsement shall be construed.
- G. "Named Insured" means the person or organization designated in the Declarations.
 - H. "Original inception date" refers to the date specified in the Declarations.
 - I. "EPL coverage period" means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date shown in the Declarations or the effective date of cancellation of this EPL Coverage Endorsement. If you became an insured under this EPL Coverage Endorsement after the effective date, the "EPL coverage period" begins on the date you became an insured.
 - J. "Property damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
 - K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to you, but only when performing such labor or services at the request of and under the direction of you.
 - L. "Related wrongful employment acts" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, insureds or legal causes of actions.
 - M. "Retaliation" means a "wrongful employment act" of an insured alleged to be in response to, the actual or attempted exercise by an "employee" of the insured, "recognized volunteer" or applicants for employment of any right that such person has under the law. "Retaliation" shall not include the "wrongful employment act" of an insured alleged to be in response to the threat of or the actual filing of any "claim" or "suit" under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".
 - N. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the insured must submit or may submit with our consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
 - O. "Whistleblower law" means a statute, rule or regulation, which protects an "employee" of the insured against discrimination from his or her employer, if the "employee" discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operation, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
 - P. "Wrongful employment act" means any actual or alleged:
 - 1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
 - 2. Harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
 - 3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);

4. "Retaliation" (including lockouts);
5. Employment-related misrepresentation(s) to your "employee", "recognized volunteer" or applicant for employment with you;
6. Employment-related;
 - a. Libel, slander or defamation;
 - b. Humiliation;
 - c. Mental anguish;
 - d. Invasion of privacy; or
 - e. Intentional infliction of emotional distress;
7. Wrongful failure to employ or promote;
8. Wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
9. Wrongful discipline;
10. Failure to provide or enforce adequate or consistent policies and procedures relating to any "wrongful employment act";
11. Negligent supervision or hiring by an insured, relating to any of the above; or
12. Violation of an individual's civil rights relating to 1. through 11. above.

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Page 11 of 11